

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 179

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO SIERRA TRAFFIC MARKINGS, INC. FOR THE
FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT**

WHEREAS, the purpose of the FY 2016/17 On-Call Signing and Striping Maintenance Contract is to perform on-call maintenance work for the replacement of traffic signs and striping; and

WHEREAS, the bid advertisement informed perspective bidders that the on-call contract will be awarded to the lowest responsive bidder in an amount not to exceed \$200,000; and

WHEREAS, each bidder was required to complete the same bid schedule which included assumed quantities for the various types of striping and signing maintenance work; and

WHEREAS, the bid opening for the FY 2016/17 On-Call Signing and Striping Maintenance Contract took place on May 31, 2016; and

WHEREAS, the apparent low bidder was Sierra Traffic Markings, Inc. with a submitted bid amount of \$113,700 for the bid schedule which included assumed quantities.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for FY 2016/17 On-Call Signing and Striping Maintenance Contract are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Sierra Traffic Markings, Inc., for the FY 2016/17 On-Call Signing and Striping Maintenance Contract in an amount not to exceed \$200,000.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 5th day of July 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE
~~NON~~

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

Alan T. Prud
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of September 12, 2016, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and Sierra Traffic Markings, Inc., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Advertisement for Bids.
- b. The Accepted Bid, dated 5/26/2016
- c. Instructions to Bidders.
- d. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2015 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- e. Performance Bond, dated July 14, 2016.
- f. Labor and Material Bond, dated July 14, 2016.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract under each Work Order shall be commenced upon written notice to proceed for each Work Order.
- b. The work shall not be limited to a specific number of working days, however the work required in all Work Orders shall be completed prior to contract expiration, June 30, 2017.
- c. Liquidated Damages for delay in completion of work shall not be collected. Unsatisfactory performance by the Contractor may result in the cancellation of the contract as defined in part VI of this contract.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of each Work Order under this Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment for each Work Order shall be made for the actual number of units in each line item that are incorporated in or made necessary by the work covered by that Work Order.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1	Traffic Control Flagging	HR	30	\$300.00	\$9,000.00
2	AC Grinding, Striping, Pavement Legend, Marking, and Raised Pavement Marker Removal	SF	5,000	\$2.00	\$10,000.00
3	Sign Removal, Disposal and Salvage	EA	50	\$50.00	\$2,500.00
4	Place Non-Reflective Ceramic Markers	LF	500	\$2.00	\$1,000.00
5	Place Reflective Ceramic Markers	LF	500	\$2.00	\$1,000.00
6	4" Thermoplastic White\Yellow Stripe (non-double)	LF	5,000	\$1.00	\$5,000.00
7	4" Thermoplastic White\Yellow Detail 1 & 8	LF	10,000	\$.40	\$4,000.00
8	4" Thermoplastic White\Yellow Detail 2 & 9	LF	10,000	\$.60	\$6,000.00
9	4" Thermoplastic Double Yellow Detail 22	LF	5,000	\$1.10	\$5,500.00
10	4" Thermoplastic Double Left Edge Detail 29	LF	5,000	\$.60	\$3,000.00
11	4" Thermoplastic Channelizing Line Detail 38	LF	5,000	\$1.00	\$5,000.00
12	4" Thermoplastic White\Yellow Lane Line Extension Detail 40 & 41	LF	500	\$2.00	\$1,000.00
13	6" Thermoplastic Bike Lane Line Detail 39/39A	LF	1,000	\$1.00	\$1,000.00
14	12" Thermoplastic Lines	LF	1,000	\$3.00	\$3,000.00
15	Thermoplastic "Stop" Legend	EA	20	\$200.00	\$4,000.00
16	Thermoplastic "Bike Lane" Legend	EA	50	\$100.00	\$5,000.00
17	Thermoplastic "Keep Clear" Legend	EA	10	\$200.00	\$2,000.00
18	Thermoplastic 24' Through & Turn Arrow Type II Legend (L & R)	EA	10	\$180.00	\$1,800.00
19	Thermoplastic 24' Turn Arrow Type III Legend (L & R)	EA	20	\$200.00	\$4,000.00
20	Thermoplastic Yield Line (White\Yellow) Legend	EA	50	\$20.00	\$1,000.00
21	Thermoplastic Shared Lane Legend (Figure 9C-9)	EA	10	\$100.00	\$1,000.00
22	All Other Thermoplastic Legends (Rectangular Measured)	SF	2,000	\$2.00	\$4,000.00
23	Thermoplastic Advanced Warning for Speed Hump (Fig 3B-30 Option A & Fig 3B-31)	EA	10	\$300.00	\$3,000.00
24	Painted "Stop" Legend	EA	20	\$80.00	\$1,600.00
25	Painted "Bike Lane" Legend	EA	50	\$40.00	\$2,000.00

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
26	Painted "Keep Clear" Legend	EA	10	\$80.00	\$800.00
27	Painted 24' Through & Turn Arrow Type II Legend (L & R)	EA	10	\$80.00	\$800.00
28	Painted 24' Turn Arrow Type III Legend (L & R)	EA	20	\$80.00	\$1,600.00
29	Painted Yield Line (White\Yellow)	EA	50	\$10.00	\$500.00
30	Painted Shared Lane Legend (Figure 9C-9)	EA	10	\$60.00	\$600.00
31	All Other Painted Legends (Rectangular Measured)	SF	2,000	\$1.00	\$2,000.00
32	4" Painted White\Yellow Stripe (non-double)	LF	5,000	\$.20	\$1,000.00
33	4" Painted White\Yellow Detail 1 & 8	LF	10,000	\$.05	\$500.00
34	4" Painted White\Yellow Detail 2 & 9	LF	10,000	\$.05	\$500.00
35	4" Painted Double Yellow Detail 22	LF	5,000	\$.50	\$2,500.00
36	4" Painted Double Left Edge Detail 29	LF	5,000	\$.30	\$1,500.00
37	4" Painted Channelizing Line Detail 38	LF	5,000	\$.40	\$2,000.00
38	4" Painted White\Yellow Lane Line Extension Detail 40 & 41	LF	500	\$1.00	\$500.00
39	6" Painted Bike Lane Line Detail 39/39A	LF	1,000	\$.50	\$500.00
40	12" Painted Lines	LF	1,000	\$2.00	\$2,000.00
41	Painted Advanced Warning for Speed Hump (Fig 3B-30 Option A & Fig 3B-31)	EA	10	\$150.00	\$1,500.00
42	Install Road Sign and Street Name Sign	EA	30	\$250.00	\$7,500.00
43	Curb Painting	LF	500	\$2.00	\$1,000.00

The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000).

Payment shall be made to CONTRACTOR based on the contract unit prices for individually issued task orders.

IV. PROHIBITED INTERESTS⁸⁰

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

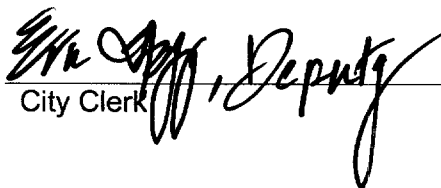
VI. CANCELLATION OF CONTRACT

This Contract may be canceled at any time by the City at its discretion upon written notification to Contractor. Contractor is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. Contractor shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of City.

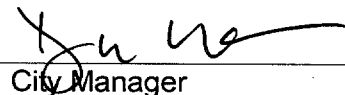
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD


City Clerk

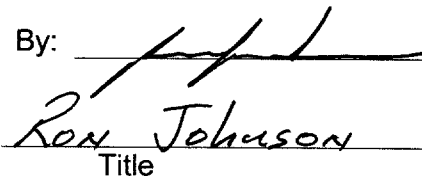
By:


City Manager

CM

Sierra Traffic Markings, Inc.
Contractor

By:


Rex Johnson
Title

COO

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: C-32

b. Number: 755317

c. Expiration Date: 3-31-2018

FEI Number: 27-1699985

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	SIERRA TRAFFIC MARKINGS, INC.
ADDRESS	9725 DEL RD., Ste B
CITY, STATE, ZIP	ROSEVILLE, CA 95747

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	27-1699985
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Premium is for contract term and is subject to adjustments based on final contract price

Issued in Duplicate
PERFORMANCE BOND

Bond No: 929634408
Premium: \$1,660.00

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Sierra Traffic Markings, Inc.
9725 Del Road, Suite B, Roseville, CA 95747

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Western Surety Company
333 S. Wabash Ave., Chicago, IL 60604

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Two Hundred Thousand and 00/100

Dollars (\$ 200,000.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 14, 2016

"Contractor"

"Surety"

Sierra Traffic Markings, Inc.

Western Surety Company

By: 

CEO

Title

By: 

Shawna Johnson, Attorney-in-Fact

Title

By: _____

Title

By: _____

Title

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of PLACER

Subscribed and sworn to (or affirmed) before me on this

30 day of AUGUST, 20 16, by
Date Month Year

(1) PICK JOHNSON CFO,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature Joan Miller
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: JULY 14, 2016 Number of Pages: 4

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

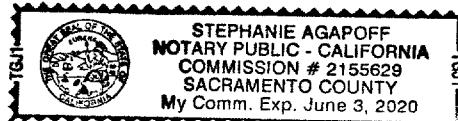
State of California
County of Sacramento)

On July 14, 2016 before me, Stephanie Agapoff, Notary Public
(insert name and title of the officer)

personally appeared Shawna Johnson,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in cursive script, appearing to read "Stephanie Agapoff", written over a horizontal line.

(Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard W Pratt, Joseph H Weber, Renee Ramsey, Katherine Gordon, John J Weber, Melissa D Diaz, Shawna Johnson, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of February, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

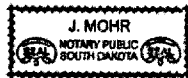
State of South Dakota
County of Minnehaha

} ss

On this 8th day of February, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of July, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Premium is included in the performance bond subject to adjustments based on final contract price

Issued in Duplicate
PAYMENT BOND
(LABOR AND MATERIALS)

Bond No: 929634408

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Sierra Traffic Markings, Inc.
9725 Del Road, Suite B, Roseville, CA 95747

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Western Surety Company
333 S. Wabash Ave., Chicago, IL 60604

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Two Hundred Thousand and 00/100

Dollars (\$ 200,000.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work

to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 14, 2016

"Contractor"

"Surety"

Sierra Traffic Markings, Inc.

Western Surety Company

By: 

Title

By: 

Shawna Johnson, Attorney-in-Fact

Title

By: CEO

Title

By: _____

Title

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of PLACER

Subscribed and sworn to (or affirmed) before me on this

30 day of AUGUST, 20 16, by
Date Month Year

(1) REK JOHNSON CFO
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)



Signature Joan Miller
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove
valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.*

Further Description of Any Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: JULY 14, 2016 Number of Pages: 4

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

On July 14, 2016 before me, Stephanie Agapoff, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Shawna Johnson
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard W Pratt, Joseph H Weber, Renee Ramsey, Katherine Gordon, John J Weber, Melissa D Diaz, Shawna Johnson, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of February, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 8th day of February, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of July, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he/she will commence the work for each Work Order upon written notice to proceed and shall diligently prosecute the same to completion. Because the total contract consists of multiple Work Orders, many of which are unknown, working days will not be tracked. This contract will automatically expire one year from the date of approval by the City Council of the City of Fairfield.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda: *N/A*

Addendum No.	_____	Date:	_____
Addendum No.	_____	Date:	_____
Addendum No.	_____	Date:	_____
Addendum No.	_____	Date:	_____

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

BID SCHEDULE

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Traffic Control Flagging	HR	30	\$ 300.00	\$ 9,000.00
2	AC Grinding, Striping, Pavement Legend, Marking, and Raised Pavement Marker Removal	SF	5,000	\$ 2.00	\$ 10,000.00
3	Sign Removal, Disposal and Salvage	EA	50	\$ 50.00	\$ 2,500.00
4	Place Non-Reflective Ceramic Markers	LF	500	\$ 2.00	\$ 1,000.00
5	Place Reflective Ceramic Markers	LF	500	\$ 2.00	\$ 1,000.00
6	4" Thermoplastic White\Yellow Stripe (non-double)	LF	5,000	\$ 1.00	\$ 5,000.00
7	4" Thermoplastic White\Yellow Detail 1 & 8	LF	10,000	\$.40	\$ 4,000.00
8	4" Thermoplastic White\Yellow Detail 2 & 9	LF	10,000	\$.60	\$ 6,000.00
9	4" Thermoplastic Double Yellow Detail 22	LF	5,000	\$ 1.10	\$ 5,500.00
10	4" Thermoplastic Double Left Edge Detail 29	LF	5,000	\$.60	\$ 3,000.00
11	4" Thermoplastic Channelizing Line Detail 38	LF	5,000	\$ 1.00	\$ 5,000.00
12	4" Thermoplastic White\Yellow Lane Line Extension Detail 40 & 41	LF	500	\$ 2.00	\$ 1,000.00
13	6" Thermoplastic Bike Lane Line Detail 39/39A	LF	1,000	\$ 1.00	\$ 1,000.00
14	12" Thermoplastic Lines	LF	1,000	\$ 3.00	\$ 3,000.00
15	Thermoplastic "Stop" Legend	EA	20	\$ 200.00	\$ 4,000.00
16	Thermoplastic "Bike Lane" Legend	EA	50	\$ 100.00	\$ 5,000.00
17	Thermoplastic "Keep Clear" Legend	EA	10	\$ 200.00	\$ 2,000.00
18	Thermoplastic 24' Through & Turn Arrow Type II Legend (L & R)	EA	10	\$ 180.00	\$ 1,800.00
19	Thermoplastic 24' Turn Arrow Type III Legend (L & R)	EA	20	\$ 200.00	\$ 4,000.00
20	Thermoplastic Yield Line (White\Yellow) Legend	EA	50	\$ 20.00	\$ 1,000.00
21	Thermoplastic Shared Lane Legend (Figure 9C-9)	EA	10	\$ 100.00	\$ 1,000.00
22	All Other Thermoplastic Legends (Rectangular Measured)	SF	2,000	\$ 2.00	\$ 4,000.00
23	Thermoplastic Advanced Warning for Speed Hump (Fig 3B-30 Option A & Fig 3B-31)	EA	10	\$ 300.00	\$ 3,000.00
24	Painted "Stop" Legend	EA	20	\$ 80.00	\$ 1,600.00
25	Painted "Bike Lane" Legend	EA	50	\$ 40.00	\$ 2,000.00
26	Painted "Keep Clear" Legend	EA	10	\$ 80.00	\$ 800.00
27	Painted 24' Through & Turn Arrow Type II Legend (L & R)	EA	10	\$ 80.00	\$ 800.00
28	Painted 24' Turn Arrow Type III Legend (L & R)	EA	20	\$ 80.00	\$ 1,600.00
29	Painted Yield Line (White\Yellow)	EA	50	\$ 10.00	\$ 500.00
30	Painted Shared Lane Legend (Figure 9C-9)	EA	10	\$ 60.00	\$ 600.00
31	All Other Painted Legends (Rectangular Measured)	SF	2,000	\$ 1.00	\$ 2,000.00

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
32	4" Painted White\Yellow Stripe (non-double)	LF	5,000	\$.20	\$ 1,000. ⁰⁰
33	4" Painted White\Yellow Detail 1 & 8	LF	10,000	\$.05	\$ 500. ⁰⁰
34	4" Painted White\Yellow Detail 2 & 9	LF	10,000	\$.05	\$ 500. ⁰⁰
35	4" Painted Double Yellow Detail 22	LF	5,000	\$.50	\$ 2,500. ⁰⁰
36	4" Painted Double Left Edge Detail 29	LF	5,000	\$.30	\$ 1,500. ⁰⁰
37	4" Painted Channelizing Line Detail 38	LF	5,000	\$.40	\$ 2,000. ⁰⁰
38	4" Painted White\Yellow Lane Line Extension Detail 40 & 41	LF	500	\$ 1. ⁰⁰	\$ 500. ⁰⁰
39	6" Painted Bike Lane Line Detail 39/39A	LF	1,000	\$.50	\$ 500. ⁰⁰
40	12" Painted Lines	LF	1,000	\$ 2. ⁰⁰	\$ 2,000. ⁰⁰
41	Painted Advanced Warning for Speed Hump (Fig 3B-30 Option A & Fig 3B-31)	EA	10	\$ 150. ⁰⁰	\$ 1,500. ⁰⁰
42	Install Road Sign and Street Name Sign	EA	30	\$ 250. ⁰⁰	\$ 7,500. ⁰⁰
43	Curb Painting	LF	500	\$ 2. ⁰⁰	\$ 1,000. ⁰⁰

TOTAL BID = \$ 113,700.⁰⁰

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

All quantities for all bid items can vary by any amount with no change in unit price.

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) None	N/A	N/A	N/A
2)			
3)			
4)			
5)			
6)			

Note: Attach additional sheets if required

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the COO of Sierra Traffic Marking, Inc the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5-26-2016 [date], at ROSEVILLE [city], CALIFORNIA [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

5/26/2016
(Date)

[Signature]
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

See attached acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

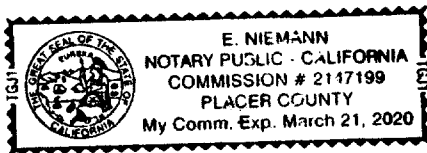
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)
On 5.26.2016 before me, E. Niemann,
Date Here Insert Name and Title of the Officer
personally appeared Ron Johnson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Sierra Traffic Markings, Inc.
Name of Firm

9725 Del Rd. Ste. B, Roseville, CA 95747
Business Address

916-774-9080
Phone Number


Signature of Responsible Official

Contractor's License:

a. Class: C-32

b. Number: 755317

c. Expiration Date: 3-31-2018

FEI Number: 27-1699985

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Kathleen Johnson - CEO

Wayne Johnson - President

Ron Johnson - COO

Rick Johnson - CFO

2

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

FY2016/17 ON-CALL SIGNING AND STRIPING MAINTENANCE CONTRACT

WHEREAS Sierra Traffic Markings, Inc.

9725 Del Road, Suite B, Roseville, CA 95747

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Western Surety Company

333 S. Wabash Ave., Chicago, IL 60604

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of Total Amount Bid

Dollars (\$ 10% of Total Amount Bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 26, 2016

"Contractor"

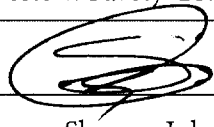
Sierra Traffic Markings, Inc.

By: 
 Ron Johnson COO
 Title

By: _____
 Title

"Surety"

Western Surety Company


By: Shawna Johnson, Attorney-in-Fact
 Title

By: _____
 Title

(Seal)

(Seal)

*Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On May 26, 2016 before me, Renee Ramsey-Martin, Notary Public
(insert name and title of the officer)

personally appeared Shawna Johnson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard W Pratt, Joseph H Weber, Renee Ramsey, Katherine Gordon, John J Weber, Melissa D Diaz, Shawna Johnson, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of February, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 8th day of February, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of May, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary